

# *Employee Handbook*

The logo for Highland Capital Management is displayed within a blue rectangular box. The text "HIGHLAND CAPITAL" is on the top line in a white, bold, sans-serif font. A thin white horizontal line separates it from the word "MANAGEMENT" on the bottom line, which is also in a white, bold, sans-serif font.

**HIGHLAND CAPITAL**  
**MANAGEMENT**

**This Employee Handbook applies to all employees of Highland Capital Management, L.P, Highland Capital Management Fund Advisors, L. P., Highland Capital Funds Distributor, Inc., Highland Capital of New York, Inc., NexPoint Advisors, L.P., and NexPoint Residential Trust, Inc.**

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## THE PURPOSE AND SCOPE OF THIS HANDBOOK

This Handbook (the “Handbook”) is designed to inform employees of Highland Capital Management, L.P. and its Affiliates (collectively “Highland” or the “Company”) of the company’s policies and practices. You should read the contents of this Handbook carefully and consult your supervisor if you have questions or desire additional information. Affiliates (“Affiliates”) is defined to include Highland Capital Management Fund Advisors, L. P., Highland Capital Funds Distributor, Inc., Highland Capital of New York, Inc., NexPoint Advisors, L.P., and NexPoint Residential Trust, Inc.

This Employee Handbook is only a general guide to Highland’s current employment policies and to some of your responsibilities as an employee. It is informational only and is not intended to be and should not be construed as a contract of employment. From time to time, Highland reviews and makes revisions to its policies, procedures and benefits without notice. Highland reserves the right to modify the policies and procedures contained in this Handbook at any time.

Included as part of this handbook is an Acknowledgment form. After you have read this handbook, you must sign and return the form to Human Resources.

*(Revised 06-15-17)*

## HIGHLAND EMPLOYMENT POLICIES

### Equal Employment Opportunity

Highland is committed to a policy of equal employment opportunity. This means that employment decisions affecting applicants and employees will not be based upon the individual’s race, color, religion, gender, national origin, age, disability or any other unlawful basis. Employees who engage in such discrimination will be subject to disciplinary action, up to and including discharge from employment. If you feel you have been discriminated against, you should notify your supervisor, the Human Resources department, or any other person in management whom you are comfortable in approaching.

### Harassment and Discrimination

***(Please see Sexual Harassment Addendum in New Hire Packet)***

Highland will not tolerate harassment or discrimination of its employees, whether committed by a fellow employee, a member of management, or a visitor to our workplace, such as a vendor, supplier or customer. Harassment or discrimination based on race, color, religion, gender, national origin, age, disability, sexual orientation or any other unlawful basis violates Company policy. All employees are responsible for ensuring that the workplace is free from harassment and discrimination. This policy also applies to work-related settings outside of the workplace, such as during business trips, business meetings and business-related

social events. All employees, including managers and supervisors, will be subject to disciplinary action, up to and including discharge from employment, for any act of harassment or discrimination they commit.

Examples of prohibited harassment include, but are not limited to:

- Use of slurs, epithets or words that degrade an individual or group of individuals, even when used in a joking fashion;
- Unwelcome advances, demands or requests for sexual acts or favors, and other verbal or physical conduct of an offensive nature, such as leering, touching, gestures and graphic comments about another person's body or personal conduct;
- Display of cartoons, email, photographs, drawings, pin-ups, posters, calendars, or images that are offensive or degrading to others;
- Conduct that has the purpose or effect of substantially interfering with an individual's work performance or which creates an intimidating, hostile or offensive work environment; or
- Conditioning hire, continued employment, or terms and conditions of employment (such as raises, promotions, assignments) upon submission to sexual advances or requests for sexual favors.

It is also unacceptable to shun or exclude an individual from participation in work or work-related social events in order to avoid allegations of harassment.

If you feel you are being harassed or discriminated against, or if you have knowledge of harassment or discrimination of a co-worker, you should take immediate action to bring the matter to the attention of the Human Resources Department. If you are comfortable doing so, you should also advise the offender that his or her behavior is unwelcome and request that it stop. This approach is effective in situations where the offender truly does not realize that his or her conduct is offensive to others. If this does not work, or if you are not comfortable confronting the offender, notify your supervisor. If for any reason you do not feel comfortable discussing the matter with your supervisor, contact the Human Resources Department or any member of management whom you feel comfortable in approaching. All reports will be promptly investigated in as confidential a manner as possible. Based upon the findings of the investigation, Highland will take prompt and appropriate action to remedy any violations of this policy. Remedial action may include, but is not limited to, individual counseling, verbal warning, written warning, suspension, and discharge from employment, depending upon the nature of the offense.

No employee who brings a good faith report of harassment or discrimination to the attention of the Company will suffer retaliation or other adverse employment

actions as a consequence. Any employee, including managers and supervisors, who is found to have retaliated against an employee who reported a violation of this policy, in good faith, will be subject to disciplinary action up to and including discharge from employment. It is important for employees to report incidents of harassment or discrimination because, without your assistance, violations could go undetected and uncorrected. Furthermore, if you feel you are being subjected to retaliation, please notify your supervisor, the Human Resources department, or any other member of management.

#### Fraternization

Consenting romantic or sexual relationships between a supervisor or manager and an employee may at some point lead to complications and significant difficulties for all concerned – the employee, the supervisor or manager, co-workers, and the Company. The problems can range from actual or perceived favoritism, lowered productivity, unfair alliances, to domestic disputes that can enter the workplace.

As a result, the Company discourages such relationships and any conduct that is designed or may reasonably be expected to lead to the formation of a romantic or sexual relationship between a supervisor or manager and an employee. If such a relationship should exist or develop, the supervisor or manager must disclose the existence of the relationship to Human Resources within 2 weeks. The involved employee may also make the disclosure, but the burden of disclosure rests upon the supervisor or manager who is in the relationship with the employee. Upon notice, Human Resources may take all steps deemed necessary. At a minimum, the supervisor or manager and the employee will not be permitted to work together on the same matters, and the supervisor or manager must withdraw from participation in activities or decisions (including but not limited to hiring, evaluations, promotions, compensation, work assignments, discipline and discharge) that may reward or disadvantage the employee with whom the supervisor or manager is involved.

The Company does not intend this policy to inhibit or discourage friendships or social activities that are or should be an important part of the work environment. This policy is not to be relied upon as justification or excuse for a supervisor or manager to refuse to engage in appropriate social interaction with employees.

This policy will apply without regard to gender or sexual orientation of the parties to the romantic or sexual relationship.

#### Non-Disparagement

Highland is committed to promoting a culture of collaboration and ensuring a workplace where everyone is treated with dignity and respect, and Highland expects its employees to support that commitment by helping to maintain a workplace based on mutual understanding and cooperation. This means that employees should not make statements or remarks, whether oral or written, about other employees or former employees that could be found offensive,

discriminatory, disparaging, profane, derogatory, abusive, or maliciously false. Engaging in such conduct, or encouraging or instructing others to engage in such conduct, is strictly prohibited and will not be tolerated. However, to be very clear, nothing in this or any other Highland policy should be construed as prohibiting employees from engaging in concerted activity protected by the National Labor Relations Act.

*(Revised 03-29-17)*

## Highland - An "At-Will" Employer

The fact that you have been hired as an employee at Highland does not imply that the company has established any form of contractual arrangement with you. To the contrary, your employment relationship with the company is considered an "employment at-will" arrangement that either you or Highland may terminate at any time and for any reason. (Certain employees may have written employment contracts that govern the terms and conditions of their employment. If you are one of these employees, you will have been notified of your status as a contract employee at the time you were hired.) No employee except the President of the Company's general partner may change or alter the at-will nature of the employment relationship, and then only by a written document signed by the President.

## Hiring Policies

### *The Handbook Acknowledgment*

Each of Highland's employees, both existing and new, must sign a Handbook acknowledgment. At the end of this booklet is a form acknowledging receipt of the Handbook. After you have completely reviewed this Handbook, this form must be detached from the Handbook, signed by you and returned to Human Resources. In addition, you will be expected to re-read and acknowledge compliance with the Employee Handbook at a minimum annually as a part of continued employment

*(Revised 03-29-17)*

### ***Items to be covered for Each New Employee***

- Read the Highland Employee Handbook and sign the Acknowledgment Form
- Learn about and sign required payroll and employment forms (I-9, tax forms, etc.)
- Learn about your benefits and sign benefit enrollment forms

- Learn about your specific job responsibilities and performance standards
- Learn your work and lunch hours and the procedures to follow in case of absence

Once you accept employment with Highland, you are required to provide evidence of your right to work and verification of your identification within seventy-two hours of your hire date. Without appropriate documentation (completed and approved federal government Form I-9) you are subject to immediate termination of employment.

### *Applicant Screening*

All new employees are required to undergo a background screening process, which includes providing historical Form W-2s and Wage and Tax Statements as part of their application. The purpose of applicant screening is to confirm past employment and research any other issues that Highland may consider relevant for employment qualification. These issues may include licenses and educational certifications, criminal records, driving records and others. In most cases the applicant screening process will be completed prior to the first day of Highland employment. Our offer of employment and your employment is contingent on the completion of applicant background screening to the satisfaction of Highland.

*(Revised 04-17-12)*

### *Nepotism*

There will be no hiring of close relatives such as spouses, parents, grandparents, siblings and children as full-time or part-time regular employees.

## **HOURS OF WORK, PAYROLL INFORMATION & PERSONNEL POLICIES**

### **Employment Classifications**

Employees at Highland are classified in several ways. Please see your supervisor if you have any questions concerning your employment status.

### *Position Type*

**Non-Exempt:** Employees classified as hourly or non-exempt are paid for the actual number of hours they work and are eligible to receive overtime pay after working more than 40 hours in a work week.



**Exempt:** Employees classified as exempt are paid annual salaries which are divided into semi-monthly payments. They are not eligible to receive overtime pay.

### *Work Schedule*

**Full-time:** Full-time employees are scheduled to work an average of 40 hours or more per week on a continuing basis.

**Part-time:** Part-time employees are scheduled to work an average of 20 hours or more but less than 40 hours per week on a continuing basis.

### The Standard Work Day and Work Schedules

Highland is open for business, meaning the switchboard is covered and the doors are open, between the hours of 7:30 a.m. and 5:30 p.m., Monday through Friday. Arrival and departure time for staff is determined by the business needs and schedules of each department and may be flexible in nature. Full-time hourly employees are generally expected to work a minimum of 50 hours per week. The department manager will set each individual's specific work hours.

*(Revised 12-16-13)*

### Overtime and Holiday Pay

Hourly employees will be paid at the rate of 1 and 1/2 times their regular rate of pay for all hours actually worked in excess of 40 hours in any week. Paid time off and holidays are "hours worked" for purposes of calculating overtime pay, while unpaid leave is not included in "hours worked." Overtime pay will normally be included in the paycheck following the pay period during which an employee works overtime hours. Exempt employees are not eligible for overtime compensation.

If an employee is required to work on a holiday and he or she is a full-time hourly employee, they will have the option to be paid for all hours actually worked plus an additional eight hours at their regular rate of pay regardless of whether they have worked 40 hours or more in that work week, or to receive an extra floating PTO day to be used during the year and be paid for hours actually worked on the holiday.

### Pay Periods

Highland employees are paid twice a month, on the 15<sup>th</sup> and last day of the month. Upon hire, you will receive your first paycheck (prorated for number of days) on the regularly scheduled pay date. If you are scheduled to be on leave for a certain payday, see Human Resources to make arrangements for your paycheck to be held or deposited. Checks will not be issued in advance.

If payday falls on a Holiday or weekend, you will be paid on the last scheduled workday prior to the Holiday or weekend.

*(Revised 12-16-16)*

### Direct Deposit

Direct deposit is available to qualified NexBank customers. Employees may elect to have their paycheck deposited directly into their NexBank checking account, savings account, or a combination of these accounts. Direct deposit request forms are available from Human Resources. For further information regarding direct deposit, please see the Human Resources Department. Included below is the direct deposit policy and process:

1. Establish an account through NexBank for direct deposit. NexBank will provide Highland Capital employees with free checking.
2. For those employees who wish to use direct deposit to more than one account, Highland will permit employees to allocate their payroll checks through direct deposit in the following manner: direct deposit through their non-NexBank account of \$200.00 per payroll check, and the balance through a NexBank account.
3. In lieu of direct deposit as outlined above, employees may elect to receive their physical payroll checks which will be distributed at work on regularly scheduled payroll dates.

*(Revised 04-17-12)*

### Payroll Deductions

Highland will deduct all amounts required by law, such as federal income tax, social security and Medicare (FICA), or ordered by the court, such as wage garnishment. Highland will also deduct amounts authorized by employees in writing. If an employee believes there was an improper deduction from their pay, they should report it to Human Resources immediately so that any error can be promptly corrected or a proper deduction can be explained.

### Reimbursement of Business Expenses

Employees will be reimbursed for all ordinary, reasonable and necessary business expenses they incur while conducting authorized Highland business. Please check with your Administrative Assistant or the Intranet for the specific policies and procedures for reimbursement of business expenses.

*(Revised 04-17-12)*

## **COMPENSATION & CAREER OPPORTUNITIES**

## Career Growth, Transfers and Promotions

Highland is a growing company that encourages teamwork, initiative and continuous improvement. As such, employees are expected to become knowledgeable and involved in all aspects of the business and to stretch across department boundaries in their daily work and in their career development.

It is Highland's policy to fill positions, where possible, through transfers and promotions of current employees. Open positions may be posted and an opportunity made available for an employee to express their interest in applying for the position. Employees are encouraged to pursue such opportunities for advancement. Employees should remain in a position for a minimum of one year before applying for an internal position. Also, employees must be in good standing (i.e., not on a corrective action plan or have been the recipient of a written warning within the last 12 months) in order to apply for an internal position. To apply for an internal position, employees must obtain manager approval and submit an Employee Transfer Request Form (available on the intranet) to Recruiting.

*(Revised 09-17-08)*

## EMPLOYEE BENEFITS

### Introduction

Highland offers you a wide variety of benefits, depending on your employment status with the Company. Highland will provide Summary Plan Descriptions ("SPD") regarding certain benefits. Please see the actual Plans or SPD, if applicable, for details concerning eligibility and benefits. Set out below is a list of benefits available upon eligibility.

<p><b>Health and Life</b></p> <ul style="list-style-type: none"> <li>• Comprehensive Medical &amp; Dental Benefits</li> <li>• Short and Long Term Disability Benefits</li> <li>• Life Insurance (GTL) and AD&amp;D</li> </ul> <p><b>Leave Benefits</b></p> <ul style="list-style-type: none"> <li>• Paid Time Off</li> <li>• Paid Holidays</li> </ul>	<p><b>Retirement</b></p> <ul style="list-style-type: none"> <li>• 401k Plan with company match</li> <li>• Discretionary Profit Sharing</li> </ul> <p><b>Other Benefits</b></p> <ul style="list-style-type: none"> <li>• Professional Membership Reimbursement</li> <li>• Health Club Membership</li> <li>• Employer Matching Gifts</li> <li>• Worker's Compensation Insurance</li> <li>• Employee Referral Gift</li> <li>• Paid Parking</li> <li>• Cell Phone Co-Pay/ Reimbursement</li> <li>• In-Office Lunch</li> </ul>
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*(Revised 12-16-16)*

#### Differential Pay

All New York employees will receive differential pay of \$20.00 per day after 9:00 p.m. EST to cover meals and cab fares.

#### Cell Phone Benefit

In order to be eligible for the \$100/month cell phone service reimbursement, Highland employees are required to update their billing address with the cell carrier to the Highland Dallas office address and you must also request that detailed paper billing be activated. A paper copy of the detailed bill should be mailed by the carrier to Highland's Dallas office.

The Highland / AT&T co-pay plan is no longer accepting new entrants due to AT&T policies.

*(Revised 12-16-16)*

In consideration for Highland subsidizing employees' cell phone expenses, employees must direct their cell phone carrier to activate detailed paper billing for their mobile phone that is subsidized by Highland and also direct the carrier to send the detailed paper bill to Highland's Dallas office address (300 Crescent Court, Suite 700, Dallas, TX 75201). Employees who choose to activate detailed paper billing and to have the paper bill sent to Highland must initiate the change with AT&T within five (5) days of the date that they choose to participate in this policy. Participating employees may not change the paper billing settings without

concurrently notifying Human Resources, in writing, of the change. Participating employees for whom Highland does not receive a detailed paper bill will be ineligible for reimbursement and liable to Highland for repayment of the full reimbursement amount received during any month in which Highland does not receive the detailed paper bill. Participating employees expressly authorize Highland to make any deductions from their compensation necessary to fulfill repayment obligations.

Participation in this policy is entirely voluntary. Should you wish to participate, you must complete the steps above and then send Human Resources an email confirming you have completed these steps. Employees who choose not to participate will have the level of applicable reimbursement limited to that set forth in the table below. Employees who choose to participate in this policy may later terminate their participation, and have future reimbursement limited to that set forth in the table below, by providing at least fourteen (14) days advance written notice to Human Resources. Your obligations under this policy shall terminate upon the termination of your employment, provided that you will remain obligated to furnish historical call records covering the period through the date of your termination, as requested, following the termination of your employment.

Employees participating in this policy should have no expectation of privacy regarding e-mail, voice mail, text messages, graphics, and other electronic data composed, sent, and/or received on their cell phones. Notwithstanding the foregoing, Highland agrees not to review any call records on an employee's bill other than those associated with the phone number of employee. Further, regardless of whether employees choose to participate in this policy, all e-mail, voice mail, text messages, graphics, and other electronic data composed, sent, and/or received related to company business remain the property of Highland. Finally, employees are reminded that, at all times, they are expected to abide by Highland's applicable codes of conduct and employment policies.

You also agree to waive any and all claims you may have against Highland or any of its Affiliates related to this new policy, including, but not limited to, claims for invasion of privacy, and authorize Highland to access, view, and possess your cell phone records and billing information.

#### Non- Participating Employee Reimbursement Limits

Fixed reimbursement of \$5/month for data
\$0.09 / minute reimbursement for business related mobile calls
Must submit detailed invoice with business calls highlighted
Reimbursement provided once per quarter upon submission of appropriate documents

*(Revised 12-16-16)*

### Professional Membership Reimbursement Program

In addition to encouraging you to continue your education and training, Highland also supports your involvement and participation in professional groups and associations that represent your field. With the written permission of your supervisor, Highland may pay up to 100% for any reasonable professional organization membership dues or fees. Where the company has specifically requested that you join an organization, 100% of your membership dues or fees will be paid. See Human Resources for more information on this program.

### Employee Referral Awards Program

If you know someone who is qualified for an open position at Highland, please submit his/her name to Recruiting. If the person you identified is hired, you will receive a gift from Highland after the referred individual has been an employee with Highland for six months. The hiring manager of a referred employee is not eligible to receive a referral award.

*(Revised 09-17-08)*

### Matching Charitable Gifts

Highland is committed to supporting the work of charitable, non-profit organizations. Therefore, Highland will match employee contributions to qualified organizations up to a maximum of \$300 per employee per calendar year. Please note that this policy does not include gifts to political campaign funds.

Contact Highland Capital Management's Fund Accounting team to submit your request for a matching charitable gift. Requests for charitable donations that exceed the \$300 annual threshold should be submitted to the Corporate Accounting team for review by the President.

*(Revised 04-17-12)*

### Paid Time Off

Employees that work 20 or more hours per week may be eligible for paid time off (PTO). PTO is awarded at the beginning of the year and accrues throughout the year. PTO is awarded each calendar year as follows:

<b>Employment Classification</b>	<b>Annual Days Earned</b>
Non-exempt	15
Exempt	17
Managing Directors, tenured Directors*	19
New Team Leaders	22

Tenured Team Leaders/Partners

24

*\*Directors with 3+ years of Highland tenure*

New hires will receive a prorated amount of PTO to use between the date of hire and the end of the calendar year. Part-time employees receive a prorated amount of PTO based on their target hours.

Highland reserves the right to modify or terminate the PTO policy at any time.

*(Revised 04-17-12)*

*Approval for PTO*

Please note that, as with other planned leaves, employees must notify their Manager prior to taking PTO. All vacation requests must be submitted through TimeKeeper and approved by the employee's Manager. Generally, a minimum of two weeks prior notice is required to receive approval for taking paid time off. Exceptions to this notice period may be made for personal or family emergencies. Failure to directly notify an employee's supervisor in advance of taking PTO may result in the request for leave being denied, the leave being without pay, or corrective action, up to and including termination of employment.

*PTO for Non-Exempt Employees*

Each day of PTO will be compensated at ten (10) hours for non-exempt, full-time (50 hours/week) employees. A day of PTO for a part-time hourly employee will be based upon their weekly hours (e.g., 30 hours/week receives 6 hours for PTO day). PTO is treated as "hours worked" for purposes of calculating overtime pay.

*PTO for Team Leader, Managing Directors, and tenured Directors*

Team Leaders, Managing Directors and tenured Directors must take a portion of their PTO during the following periods:

- Week of Spring Break
- Week of July 4th
- Any two weeks in August
- Rosh Hashanah
- Week of Thanksgiving
- Any two weeks in December
- Any Friday before or Monday following a 3-day weekend

On an annual basis, Managing Directors and tenured Directors should take 9 days of PTO or floating days during the periods listed above. Team Leaders should take 19 days of PTO or floating days during the periods listed above.

*(Revised 12-16-16)*

### *Rollover and Borrowed PTO*

Employees should use their PTO in the year it was granted, but up to ten (10) days of Regular PTO may be rolled over each calendar year. Additional rollover may be authorized by the President. An employee's cumulative rollover PTO balance may exceed ten days if he or she has accumulated rollover from more than one year.

An employee may borrow PTO from the upcoming year with approval from the President. Employees must use all remaining PTO prior to requesting borrowed PTO.

*(Revised 04-17-12)*

### *Boondoggle Time Off*

Some employees receive additional time off for boondoggles. Boondoggle PTO hours should be used for non-work activities with clients, such as hunting trips, golf outings, skiing trips, etc. Boondoggle time is not eligible for rollover.

### *Unpaid Time Off*

Under special circumstances, employees may request unpaid time off. Unpaid time off requests should be approved by the President. Employees must use all remaining PTO prior to requesting unpaid time off. Unauthorized unpaid time off may result in corrective action, up to and including termination.

### *PTO at Termination*

Accrued unused PTO is paid out to employees that resign or retire and give their supervisor at least two weeks written notice. After providing written notice employees must work a reasonable transition period, as determined by their supervisor, of up to two weeks.

Employees who provide notice of resignation or retirement when their direct supervisor is not physically present in the office (e.g., on vacation or a business trip) are not entitled to accrued unused PTO upon termination of employment. Also, employees who are involuntarily terminated by Highland are not entitled to accrued unused PTO upon termination of employment.

Entitlement to accrued unused PTO upon termination of employment is also contingent, where applicable, upon compliance with the Post-Employment Contact with Investors, Prospective Investors, and Counterparties policy, which can found in this Employee Handbook.

If, upon termination, an employee has used more than their leave accrual for the year, Highland will deduct the amount of the overage from their final paycheck.



*(Revised 04/17/2012)*

## Holidays and Floating Days

### *Scheduled Holidays*

Highland observes eleven (11) paid holidays each year. Highland's scheduled holidays are as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Friday before Labor Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

The holidays will be compensated at ten (10) hours for non-exempt, full-time employees (50 hours/week). Holidays are "hours worked" for purposes of calculating overtime pay.

If a holiday falls during an employee's scheduled vacation (PTO), the day will be counted as holiday instead of PTO. If a holiday falls on a Saturday or Sunday, the company will designate, in advance, what day will be treated as a holiday. Paid holidays are not granted during unpaid leaves of absence.

*(Revised 12-16-16)*

### *Floating Days*

Employees are also eligible for two (2) floating holidays each year to be used at their discretion. Unused floating days may not be carried over to the next calendar year. Generally, a minimum of two weeks prior notice to the employee's supervisor is required to receive approval for the floating day. Failure to directly notify a supervisor in advance may result in the request for a floating day being denied, the leave being without pay, or corrective action, up to and including termination of employment.

*(Revised 09-17-08)*

## Workers' Compensation

Highland provides workers' compensation coverage for employees who have been injured on the job or who have sustained an occupational illness. Every employee who is injured on the job should report the injury immediately to his or her supervisor. The supervisor will complete an accident investigation report and

coordinate with the Human Resources Department toward the completion of the necessary paperwork to apply for workers' compensation benefits.

### Long and Short Term Disability Policies

Highland has long-term and short-term disability plans. The Company will provide a Summary Plan Description regarding these plans.

### FMLA Policy

#### *Purpose*

Highland Capital Management, L.P. complies with the provisions of the Family and Medical Leave Act ("FMLA"). Where State or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits provided by such laws will apply. Highland Capital Management, L.P. has created this policy to outline the conditions under which an employee may request time off without pay for a limited period with job protection and no loss of accumulated service if the employee returns to work.

#### *Scope*

This policy applies to all family and medical leaves of absence including leaves that are covered under paid employment benefit plans or policies for any part of the leave to which the employee may be entitled under this policy. In other words, if an employee is entitled to both FMLA leave and paid leave under another benefit plan or policy, the employee is required to use all applicable paid leave plans or policies before unpaid leave and the FMLA leave and the paid leave will run concurrently.

#### *Employee Eligibility*

To be eligible for leave under this policy, an employee must have been employed here for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the beginning of the leave. An employee must also establish the existence of a qualifying event in order to be entitled to leave under this policy.

#### *Qualifying Events*

Eligible employees are entitled to a total of 12 workweeks of leave during any calendar year when leave is taken for one or more of the following qualifying events:

- (1) birth and care of the employee's newborn child;

- (2) placement of a child with the employee for adoption, or by the State for foster care;
- (3) to care for the employee's spouse, child or parent (called a "Covered Relation") with a serious health condition (this does not include in-laws);
- (4) the employee's own serious health condition which prevents him or her from performing the essential functions of the job, including workers' compensation leaves;
- (5) existence of a "Qualifying Exigency"; or
- (6) To care for "covered service member."

A "child" does not have to be a biological child. A "parent" does not need to be a biological parent as long as the person stood "in loco parentis" (in the place of the parent) to the employee when the employee was a "son" or "daughter." FMLA leave may be taken to care for adopted children, foster children, legal wards, or a niece, nephew or grandchild whom the employee is actively raising. A "son or daughter" includes a child 18 years or over who is "incapable of self-care because of a mental or physical disability." An individual with a disability is a person who has a physical or mental impairment that substantially limits one or more major life activities.

For FMLA purposes, a "spouse" is defined in accordance with applicable state law and may include common-law spouses in states where common-law marriages are recognized. Unmarried domestic partners generally do not qualify as spouses under the FMLA.

#### *Serious Health Condition*

For FMLA purposes, when an employee takes FMLA leave for his/her own serious health condition, this means the employee has a mental or physical illness, injury or impairment that involves inpatient care (including any ensuing period of incapacity) or continued treatment by a health care provider. Continued treatment by a health care provider means the following: (1) incapacity for more than three calendar days plus two or more doctor's visits or one visit plus treatment (prescribed medication or therapy); (2) incapacity due to pregnancy, or for prenatal care; (3) incapacity due to a chronic condition involving periodic medical visits for treatment of recurring or episodic conditions (such as asthma, diabetes or epilepsy); (4) permanent or long-term incapacity (such as Alzheimer's, severe stroke or terminal stages of a disease); or (5) an absence to receive treatment for restorative surgery after an accident or other injury, or for treatment of a condition that would result in incapacity if left untreated (such as chemotherapy for cancer, physical therapy for severe arthritis, or dialysis for kidney disease).

### *Qualifying Exigency*

A right to Qualifying Exigency leave arises when a child, spouse or parent of an employee is on active duty or has been notified of an impending call to active duty in support of a contingency operation. A contingency operation includes:

- any operation designated by Secretary of Defense in which the armed forces are or may become involved in military actions, operations or restitutions against an enemy of the U.S.; or
- results in the active duty of members of the armed forces during a war or national emergency declared by the President or Congress; or
- action in response to events such as natural disasters, turnout or subservice activities or required military operations.

Examples of Qualifying Exigencies include the following: arranging for child or elder care in the service member's absence, assisting with economic or legal concerns, attending official ceremonies/programs, attending the service member's farewell or arrival, attending to affairs caused by the missing status or death of a service member.

### *Covered Service Member*

A right to leave under this provision of the policy arises when an employee must care for a child, spouse, parent or next of kin of an employee, who is a member of the armed forces and that service member is undergoing medical treatment, recuperation or therapy, is on outpatient status of a military medical treatment facility, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of covered service member leave, a "serious illness or injury" means an injury or illness incurred while on active duty in the armed forces which renders the service member medically unfit to perform the duties of their office, grade, rank or rating.

### *Amount of Leave*

Eligible employees may take up to twelve weeks of leave during a rolling twelve month period for the first five categories of leave outlined above.

Eligible employees may take up to 26 weeks of leave to care for a covered service member during a 12 month period. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. For example, employees who have used 12 weeks of FMLA for any of the other categories described above are only entitled to 14 weeks of covered service member leave. In addition,

Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

For purposes of determining whether employees have exhausted their FMLA leave entitlement under this policy, the twelve month period is determined by measuring backward from the date an employee takes any FMLA leave. In other words, any FMLA leave that was taken by the employee during the 12 months preceding the date that the employee takes additional FMLA leave will be counted to determine the amount of FMLA leave remaining.

#### *Both Spouses Working for the Company*

Spouses who are employed by the Company, and who request FMLA leave for the birth, adoption, or foster care placement of a child with the employee, are eligible for a combined twelve weeks between the two employees. For example, both employees continue to be eligible for twelve weeks of leave apiece for their own serious health condition, but may only take twelve weeks between them for the birth or placement of a child. If the leave is for birth, adoption or foster placement of a child with the employee, available leave can be taken before the event and any time during the 12 months after the birth or placement

Similarly, spouses who are employed by the Company, and who request FMLA leave to care for a covered servicemember, are eligible for a combined 26 weeks between the two employees. In other words, both employees may only take twenty-six weeks of leave between them for this event.

#### *Conditions of Leave*

##### *Employee Notification and Reporting Requirements*

If the reason for the FMLA leave is foreseeable (such as planned surgeries or normal births), the employee is to give the Company at least 30 days written notice. Similarly, if the need for exigency leave is foreseeable, such as receipt of advance notification of impending call to active duty, the employee must give the company advance written notice of the need for leave. If the need for leave is not foreseeable (such as a car accident or premature birth or injury of a covered service member), the employee is expected to notify the Company as soon as possible and, in no event, more than (2) two business days after knowing of the need for leave, except in extraordinary circumstances. Failure to provide such notice may be grounds for delay of leave. Additionally, if you are planning a medical treatment you must consult with the Company first regarding the dates of such treatment. The Company has Request for

Family/Medical Leave forms available from the Human Resources Department. You should use these forms when requesting leave.

If you take leave because of your own serious health condition or to care for a Covered Relation, you may be required to contact the Company on a regular basis regarding the status of the condition and your intention to return to work. A reporting schedule will be worked out with the Human Resources Department.

#### *Intermittent and Reduced Schedule Leave*

Leave because of a serious health condition, Qualifying Exigency, or covered service member leave may be taken intermittently (in separate blocks of time or on a reduced leave schedule, reducing the usual number of hours you work per workweek or workday) if medically necessary. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternative position which better accommodates your recurring leave and has equivalent pay and benefits.

#### *Medical Certification*

If you are requesting leave because of your own or a Covered Relation's serious health condition, you may obtain a Medical Certification Form from the Human Resources Department. You and the relevant health care provider must supply appropriate medical certification to the Human Resources Department within 15 calendar days of receiving the Medical Certification Form. If you provide at least thirty (30) days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave.

Highland Capital Management, L.P., at its expense, may require an examination by a second health care provider designated by the Company, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within fifteen (15) days of the Company's request, if such is practicable, may result in delay of further leave until it is provided.

#### *Certification for Exigency Leave*

Employees seeking exigency leave will be required to provide confirmation of the service member's activation or active duty status and certification that leave is needed due to a Qualifying Exigency.

### *Certification for Covered Service Member Leave*

Employees seeking leave to care for a covered service member must provide certification to establish that a service member has a serious injury or illness incurred in the line of duty while in active status.

### *Status of Employee Benefits During Leave of Absence*

#### *Medical and Other Benefits*

During an approved family/medical leave, Highland Capital Management, L.P. will maintain your medical, dental, and life benefits as if you continued to be actively employed. If you elect not to return to work for at least thirty (30) calendar days at the end of the leave period, you may be required to reimburse the Company for the cost of the benefit premiums paid by the Company for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

An employee will not accrue vacation during a FMLA leave. An employee on FMLA leave is not eligible for holiday pay for a holiday which falls during a FMLA leave.

#### *Leave Is Unpaid*

Leave provided under this policy is unpaid leave, although you may be eligible for short or long-term disability payments and/or workers' compensation benefits under those insurance plans or policies if you are taking leave for your own serious health condition. If you are entitled to receive money from these sources, your leave will be considered "paid leave" for the period during which you receive that money.

If your leave is "unpaid" leave you will be required to substitute paid time off (vacation, personal days) for "unpaid" FMLA leave as described below. If you request leave because of a birth, adoption or foster care placement of a child, any accrued paid vacation and personal days first will be substituted for unpaid family/medical leave. If you request leave because of your own serious health condition, or to care for a Covered Relation with a serious health condition, any accrued paid vacation and personal days first will be substituted for any unpaid family/medical leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your family/medical leave runs concurrently with other types of leave (i.e., paid vacation, state family leave laws, etc.). Those other leaves may provide for paid leave.

### *No Work While on Leave*

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

### *Return to Work and Reinstatement*

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification Forms from the Human Resources Department. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided. In addition, you must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

If the employee cannot return to work at the end of the employee's FMLA leave, there is no guarantee of reinstatement. If an employee has been medically released to return to work and fails to report to work or call in with a satisfactory explanation, the Company will treat this as a voluntary resignation.

If the employee returns to work on or before expiration of available FMLA leave, the employee will normally be returned to his or her former position or an equivalent position.

### *Key Employees*

The FMLA provides a significant exemption for "key employees." The Company is not required to offer key employees reinstatement to a similar position following the end of their leave. Key employees are those salaried employees who are among the highest paid 10% of the employees paid by the Company within 75 miles of the facility at which the employee is employed and must be the highest paid 10% of all salaried and non-salaried, eligible and ineligible employees. Year-to-date earnings as of the date leave is requested are used to determine who are the highest paid.

An eligible key employee may be denied reinstatement of employment after leave has been taken if:

- (1) such denial is necessary to avoid substantial and grievous economic injury to the operations of the Company,
- (2) the Company notified the key employee of its intent to deny restoration on such basis when the Company determined that such injury would occur, and



(3) if the leave has commenced, the employee elects not to return to employment after receiving such notice.

The employee will be notified by the Company of his status as a key employee upon requesting leave if a chance exists that the Company may deny reinstatement after the leave.

An employee may also be regarded as a key employee if the employee is the most highly compensated employee at a facility even if the employee is not among the highest paid 10% of the employees in the Company. If the employee is among the highest paid 10% of employees at a remote facility, the employee could be denied reinstatement of employment and benefits even if the employee's salary fell within the middle range of overall employee salaries.

*(Revised 09-17-08)*

#### New York Paid Family Leave

Effective January 1, 2018 Highland and its affiliates' New York-based employees are covered under the New York Paid Family Leave Policy. ***Please see separate New York Paid Family Leave Policy for details.***

*(Revised 06-14-18)*

#### Jury or Witness Leave

An employee who is summoned to serve on a jury will be allowed time off to fulfill his or her civic duty. Employees must use Personal Time Off (PTO) for any time away from work while serving on a jury. This policy is subject to review by the President on a case-by-case basis.

As soon you receive the summons, present it to your supervisor so that arrangements can be made for your absence. If you are released from jury duty during a workday, you are expected to return to work. Upon completion of jury duty, bring your supervisor the court-issued receipt, if one is available, reflecting the day(s) of service.

An employee who receives a subpoena to serve as a witness in a civil, criminal, legislative or administrative proceeding will be given time off. Employees must use PTO for time away from work while serving as a witness unless the employee is testifying on behalf of Highland or one of its Affiliates. This policy is subject to review by the President on a case-by-case basis.

*(Revised 09-17-08)*

#### Voting Leave

Highland encourages its employees who are eligible voters to exercise their right to vote in general, primary and special elections at the federal, state and local

level. The Company will provide time off in which to vote if you do not have two consecutive nonworking hours while the polls are open, which is generally 7 a.m. to 7 p.m., on Election Day. If you do not have two consecutive nonworking hours while the polls are open, and have not voted early or absentee, you must notify your supervisor at least one day before Election Day. Your supervisor will designate a time, either at the start or end of your normal workday, in which to vote. You may be asked to provide proof that you have voted if you were absent during your regular work hours.

### Military Leave

As required by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), Highland's applicants and employees who apply or perform military service, whether on a voluntary or involuntary basis, will not be denied initial employment, reemployment, retention in employment, promotion or any benefit of employment on the basis of the performance of military service.

Eligible military service includes performance of a duty on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period of time for which the employee is absent to determine fitness for duty or to perform funeral honors duty.

Any employee who enters the uniformed services of the United States will be granted a military leave of absence. To qualify for reemployment, an employee must have:

- Given Highland written or verbal notice in advance of service, unless the giving of notice is precluded by military necessity;
- A cumulative length of absence, including any previous military absence while employed by Highland, which does not exceed five years; and
- Applied for reemployment with Highland according to these guidelines:

<b>Length of Period of Service</b>	<b>Reapply No Later Than</b>
Less than 31 days	Next regular work day after completion of service and time to travel from place of service to residence, plus eight hours.
More than 30 days, but less than 181 days	Fourteen days after completion of service.
More than 180 days	Ninety days after completion of service.

Upon reemployment, the employee will be placed in the position he or she would have attained were it not for the break in employment, unless the employee is not qualified to perform that job and cannot be trained through reasonable efforts of Highland. If not so qualified, the employee will be placed in the position the employee held when the military leave commenced, or a position of like seniority, status and pay. If a disability incurred during or aggravated by military service prevents the employee from performing the job he or she would have held were it not for the break in service, despite Highland efforts at reasonable accommodation of the disability, the employee will be placed in a position of like seniority, status and pay, if one is available. If no such position is available, the employee will be placed in a job which is the nearest approximation of like seniority, status and pay.

Military leaves are unpaid, but the employee may use accrued PTO, floating holidays, etc. pay during the absence. Employees will be allowed to continue health care coverage at their current level of coverage by paying the employee contribution during the absence. Coverage will continue until the earlier of (1) twenty-four months from the date the military absence began; or (2) the day after the date on which the employee was to have applied for reemployment, as defined above. Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan.

#### **Limitation On Leaves Of Absence**

Except as required by law, if any employee away from work on a leave of absence of any type does not return to work, or is unable to return to work to an available position for which the employee is qualified for any reason (including, without limitation, for lack of a health care provider's release to return to work), within six (6) months of the date the absence commenced, the employee's employment will automatically terminate at the end of the six month leave period. A "leave of absence" is defined as an approved absence from work under specific circumstances for a defined period of time.

This policy applies from the date of its implementation, June 2006, forward. It applies to all current and future employees, including, without limitation, employees currently out on a leave of absence.

Employees whose employment terminates under this policy are welcome to re-apply for employment after their discharge.

## **OTHER IMPORTANT HIGHLAND POLICIES & EMPLOYEE RESPONSIBILITIES**

### **Attendance**

Occasionally it may be necessary for you to be absent from work as a result of illness or unavoidable personal reasons. In the case of an unexpected absence, you are expected to notify your supervisor as soon as possible, and no later than an hour before your normal starting time.

If you fail to follow proper procedures for notifying Highland of your absence, the absence may be considered unexcused. Unexcused absence can result in disciplinary action up to and including termination of employment. In addition, Highland will consider three consecutive days of unexcused, unapproved absence to be a voluntary termination of employment. Excused absences will be charged to your PTO accounts depending on the reason for your absence.

### **TimeKeeper**

***Please see separate TimeKeeper Policy for details.***

### **Professional Appearance**

Highland employees should maintain a neat and professional appearance at all times in the office, with clients, at work-related activities, at company-sponsored events, or at any meetings/events where the employee is representing Highland.

On most days, Highland has a Semi-Business Casual dress policy. However, there are times that employees will be required to follow a Business Casual dress policy. Highland will generally attempt to notify employees when Business Casual dress is required. There may also be days throughout the year where the more formal business attire (suit, tie, dress) will be required. However, in all work-related situations, employees should use good judgment to determine appropriate dress and maintain a well-groomed appearance. Employees should approach their manager or Human Resources with any questions regarding appropriate professional appearance.

The employee's manager or Human Resources has the sole discretion to determine appropriateness in appearance. Employees who do not meet a

professional standard may be sent home to change and may not be paid for that time off. Violations of this policy may result in corrective action.

### *General Guidelines*

- Clothing should be worn and fit in such a manner that it is not revealing or suggestive (e.g., does not expose the abdomen, chest or back, etc.). Employees should avoid wearing tank tops, sleeveless shirts, halter tops, strapless tops, spaghetti straps, crop tops, and clothing made out of see-through material.
- Clothing should not be excessively tight or form-fitting nor excessively baggy or loose.
- Clothing should not be distracting or offensive. Clothing should be free from sexually-related references, foul language, or the suggestion or promotion of the use of illegal drugs.
- Clothing should be neat, clean and in good condition. Employees should avoid clothing that has holes, is torn or is ripped.
- Skirts and dresses should be of appropriate and tasteful length.
- Body piercing jewelry should be limited to jewelry on the ear. No other body piercing jewelry should be visible.
- Jewelry, make-up, and perfume or cologne should be used in good taste and clothes should be free from offending odors.

### *Semi-Business Casual Attire*

The following are guidelines of what may generally be considered acceptable Semi-Business Casual attire and are the minimum dress requirements which are expected from all employees any day of the workweek:

- It would be appropriate to wear jeans, khakis, casual slacks and trousers, and casual skirts or dresses for women. Clothing should not be torn or ripped in any way.
- Appropriate tops include long sleeve button-up shirts with collars, long-sleeve blouses, sweaters, and turtlenecks. During the months of May through September, short sleeve button-up shirts, short sleeve blouses, and polo style shirts with a collar are acceptable. All other months, any short sleeved attire must be worn with a cover up (i.e. cardigan, blazer, jacket, sweater, & etc.).
- Closed toed shoes must be worn by men, and women can wear open toed shoes with a strap, and must have polished and

presentable toes. Conservative athletic or walking shoes, loafers, boots, flats, and dress heels are acceptable.

- It would not be appropriate to wear shorts, sweatpants, T-shirts, flip flops, sandals or hats/caps.

### *Business Casual Attire*

The following guidelines define acceptable Business Casual attire which is expected from all employees on days that are designated as Business Casual dress:

- It would be appropriate to wear khakis, casual slacks, dress slacks, and dress skirts or dresses for women.
- Appropriate tops include long sleeve button-up shirts with collars, long sleeve blouses, or sweater sets.
- Closed toed dress shoes must be worn by men. Open toed shoes worn by women are acceptable as long as they have a strap on the top.
- It would not be appropriate to wear short sleeve shirts, jeans, shorts, sweatpants, T-shirts, flip flops, sandals, athletic shoes, open toe shoes or open heel, or hats/cap.

*(Revised 04-28-17)*

### Information Technology Acceptable Use Policy

Highland provides computer systems and various other equipment and information systems to employees at the Company's expense in order for employees to access information for the benefit of the Company and its customers. This includes, but is not limited to, personal computers (e.g., desktops, laptops, and tablets), email, Internet, Intranet, telephones, cellular phones, facsimile, voicemail, PDAs, smart phones (e.g., iPhones and similar Android devices). Every employee is expected to use these tools in a productive, appropriate, and responsible manner to maintain and enhance the Company's image, and in accordance with Company policies. The following guidelines are established toward meeting this purpose.

#### *Acceptable Uses*

The Company's electronic communications systems are part of the business technology platform and are primarily intended to be used for business purposes. Limited, reasonable, and appropriate use of these systems for personal purposes is allowed.

#### *Unacceptable Uses*

*General:*

These systems are not to be used for personal gain or the advancement of individual views. All messages must be communicated using your name and not an assumed name. The Company forbids the storage, transmission or viewing of "adult materials" on any Company system or in any other form, whether done on the Company's premises or using the Company's equipment. Creating, sending or forwarding verbal or graphic messages which are intimidating, harassing, offensive, profane or hostile on the basis of race, gender, color, national origin, religion, disability, age or any other protected status is also prohibited. These systems may not be used for gambling, participation in chat rooms, and viewing webcams or excessive personal use. Also, any investment research opinions, conclusions and/or advice distributed to outside parties via anonymous or broad distribution such as email or chat rooms are prohibited.

The Company recognizes that the use of a cell/smart phone while driving a motor vehicle can cause distraction to the driver, which can result in accident and injury. Employees are required to comply with all state and local laws regarding the use of cell/smart phones while driving in the course of performing any duties for the Company, including receiving or making any cellular, digital or other wireless business calls while driving at any time. Whenever possible, employees should not make or receive any telephone calls while driving in the course of business for the Company, nor should employees make or receive business-related telephone calls while driving at any time. Employees should let incoming calls go to their voicemail and then find a safe place to pull over and park before initiating a call. If phone usage while driving is unavoidable, a hands-free device must be utilized. Further, under no circumstances should employees use phones, even with a hands-free device, while driving in adverse weather or difficult traffic conditions. The Company takes its cell/smart phone usage policy seriously. Any violations of this policy will subject employees to corrective action, up to and including termination of employment.

*Internet:*

Highland maintains a strict internet usage policy. All internet access is based upon business need and specific site approval. The following actions as it pertains to internet access are strictly prohibited:

- Attempting to bypass Highland IT security systems, including the firewall and proxy, in an effort to gain unapproved internet access.
- Accessing public proxy sites that would allow bypassing internet security systems.
- Modifying your computer or network in any way, including adjunctive hardware or telecom equipment, allowing for unfettered internet access.

- Using any remote control software to remote to external sources in order to gain internet access.

*Computer Usage:*

- Installing software on your computer without first gaining approval of the Highland IT department is strictly prohibited.
- Removing network documents, either from network share or the mail system, either through removable media or mail transmission, and transporting them outside company premises is strictly prohibited unless explicit authorization has been granted by your manager.
- Installing tools that would allow you remote access to your computer from outside the Highland corporate LAN is strictly prohibited.

*Security Issues:*

All messages created, sent or retrieved on the Company's systems are the property of Highland. All electronic data stored, sent, received or created on Highland's computer system or other electronic equipment is the exclusive property of Highland and can be accessed by Highland at any time. Employees do not have privacy right in any matter that is stored, created, sent or retrieved on the Company's systems. The Company will monitor these systems and access any message in order to assure superior service to our customers and to enforce this policy. You must provide your password(s) to the Company, as your mailbox may need to be accessed in your absence. You must not, however, disclose your password, messages or other information gained via the Company's systems to unauthorized personnel. Consider the proprietary or confidential nature of the Company's and its customers' information before relaying it via email. Do not presume that the information will be kept confidential. To minimize the introduction of viruses into the Company's systems, all downloads will be done through Highland's IT department.

*Copyright Issues:*

Copyrighted materials, including but not limited to software, belonging to entities other than the Company may not be copied or transmitted on the Internet or via email. Failure to observe copyright or license agreements may result in disciplinary action by the Company, legal action by the copyright or license owner, or both.

Any investment research opinions, conclusions and/or advice can only be released outside the office through authorized channels and for normal authorized business purposes.



***Engaging in an unacceptable use of the Company's systems will result in disciplinary action, up to and including immediate discharge from employment without prior warning.***

*(Revised 12-16-16)*

## Workplace Audio and Video Recording Policy

### *Purpose*

An employee's use of audio and video recording can pose risks to the protection of Highland Capital Management, L.P.'s and its affiliates' ("Highland" or the "Company") confidential and proprietary information, reputation, and brands, together with those of its clients and the investors therein. More troublesome, it can jeopardize the Company's compliance with business rules and laws. At the same time, Highland recognizes that in some limited cases, such as for authorized marketing activities, video and audio recording can provide a unique opportunity to participate in interactive communication and share information on particular topics using a wide variety of social media, such as Facebook, LinkedIn, Twitter, Pinterest, Tumblr, blogs, and wikis, of course to the extent used consistent with Company policy.

To minimize these business and legal risks, avoid loss of productivity and distraction from employees' job performance, and ensure that the Company's, its clients and the investors' therein confidential data and sensitive information are protected, Highland expects its employees to adhere to the following guidelines and rules regarding video and audio recording.

### *Restrictions on Employee Audio and Video Recording*

Unauthorized audio or video recording of employees is disruptive to employee morale and inconsistent with the respectful treatment required of the Company's employees. For this reason, no employee may record the conversation of another employee or service provider without his or her full knowledge and consent. In addition, the employee planning to record another employee or service provider must request consent in advance for any recording from Human Resources and receive written consent (via email is acceptable) from Human Resources prior to recording. Secret recordings are strictly prohibited.

In addition, the following policies should be kept in mind:

- Employees are prohibited from bringing cameras, tape recorders, or other audio or visual recording devices into areas where client privacy may be compromised. Please note that cell phones with camera, video and audio recording capabilities are permitted, however, the video and audio recording functions are prohibited from use.

- Employees may only record workplace activities where such recording would not be prohibited by law, does not compromise confidential information, and does not violate this policy as described above.
- Any recordings made, whether or not in accordance with this policy, shall at all times remain the exclusive property of the Company. Accordingly, Employees are required to surrender to Human Resources originals of any such recordings immediately following creation. Furthermore, no copies of any such recordings made be retained or otherwise distributed by Employee, except to the extent (i) expressly permitted under this policy, (ii) expressly permitted in writing by Highland's Human Resources department, or (iii) as may be required under applicable law. Employees agree to surrender to Highland's Director of IT any electronic equipment or other media upon which any non-permitted copies may be stored or contained so that such deletion can be confirmed.

Any violation of this provision may result in disciplinary action up to termination.

### *Scope*

This policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law, including the National Labor Relations Act, or from making disclosures that are protected under whistleblower provisions of law.

### *Company Monitoring*

Highland may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. The Company will do so only after first ensuring that such action is in compliance with state and federal laws. Highland reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection, or protection of proprietary information.

Employees should not have any expectation of privacy in work-related areas. Employee privacy in non-work areas will be respected to the extent possible.

If an employee suspects one or more employees may be conducting unauthorized recordings, they must contact Highland's Human Resource department immediately.

Employees should contact their supervisor or the human resource department if they have questions about this policy.

*(Revised 01-05-17)*

## Safety and Health

Highland is committed to providing a safe and healthy work environment. All work-related injuries and accidents, no matter how slight they may appear, must be reported at once to your supervisor. Please report all hazardous conditions and unsafe practices to Human Resources immediately.

## Drug and Alcohol Policy

***Please see separate Drug Testing Policy for details on Highland's testing procedures and further prohibitions.***

It is Highland's policy to provide a drug-free work environment. Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

### *Illegal Drugs*

It is against Highland policy for employees, guests, and/or other third parties to unlawfully possess, use, purchase, manufacture, sell, dispense, distribute or be under the influence of any controlled substance in the workplace. "Illegal Drugs" and "Controlled substances" include but are not limited to illegal inhalants, amphetamines, barbiturates, cocaine, narcotics, opiates, heroin, morphine, codeine, methadone, PCP and other hallucinogens and marijuana. "Workplace" is defined as any and all premises and property owned, operated or managed by Highland or its Affiliates and includes any place where company business is conducted.

### *Prescription Drugs*

The possession and use of prescription drugs in the workplace is permitted if such drugs are legally obtained and they are being used in the prescribed manner.

### *Alcohol*

The possession, distribution, use or being under the influence of alcohol by Highland employees in the workplace or on Company business is strictly prohibited except at company sanctioned events so long as the event is authorized in advance by a department director and the alcohol is served and consumed in moderation. Under no circumstances should an employee operate a motor vehicle while impaired by alcohol.

Highland encourages alcohol-free activities. However, in certain circumstances such as annual holiday parties, the entertainment of clients and business-related travel, the responsible consumption of alcoholic beverages by employees of lawful age may be permitted. Highland strongly encourages employees to drink non-alcoholic beverages, eat food when

consuming alcohol, stop the consumption of alcohol at least one hour before the end of the event and make arrangements for alternative transportation. After participating in a business-related event where alcoholic beverages are served, employees will be reimbursed for the reasonable cost of using alternate transportation to get home from the event.

#### *Fitness for duty*

Any employee that reports to work while intoxicated or who is found to be under the influence of alcohol or illegal drugs/controlled substances, or who is otherwise considered by his/her supervisor to be unfit for safe and effective performance of work will be subject to disciplinary action up to and including termination of employment. He/She will be prevented from entering or remaining in the workplace and/or will be sent home with alternative transportation, if appropriate.

#### *Assistance for Drug and Alcohol Abuse*

Employees are encouraged to seek treatment for drug and alcohol abuse and related problems from the Highland health plan.

*(Revised 09-17-08)*

### Solicitation and Distribution

In order to avoid disruption of work, no employee shall be permitted to engage in solicitation for any purpose during his or her working time or the working time of the person being solicited. Working time means time that employees are expected to be performing their job. Likewise, employees shall not engage in distribution of any material, during his or her working time or in working areas. Literature, notices, or other material of any kind may not be posted or distributed in the working areas of any employees at any time. Persons who are not employees of the Company will not be permitted to come upon Company premises for the purposes of making solicitations of any kind to employees, or posting or distributing literature, notices, messages, or material of any kind.

### Outside Employment ("Moonlighting") and Conflicts of Interest

Outside employment ("moonlighting") by full time employees is discouraged and you must report outside employment to your supervisor. Approval for outside employment may be withdrawn if work performance or attendance becomes unsatisfactory. Outside employment that results in, or could potentially result in, a conflict of interest with Highland is expressly forbidden.

### Press and Media Relations

Communications with the media regarding Highland must be managed via designated Highland communications personnel. Employees are not permitted to respond to media requests and enquiries without prior approval from designated

Highland communications personnel or Highland's external public relations firm. This includes all on the record (attributed quotes/comments) and off the record (on background or anonymous) conversations. All requests from the media should be documented (name, contract information, subject matter) and passed on immediately to communications personnel via the Media Enquires email distribution list. This includes formal requests for interviews as well as enquiries, and includes all media – TV/radio, newspapers, magazines, local/national and trade media and internet sites. Communications personnel will either respond on Highland's behalf, or assist in identifying the appropriate person from Highland to handle the response.

#### Personal Representation in the Media

It is recognized that from time to time, employees may be approached by the media on topics related to their personal interests or non-work related activities. Employees may participate in such interviews. However, in order to avoid any confusion about whether an employee is speaking on their own behalf or on behalf of Highland, employees may not reference Highland or their role with the company, unless they have obtained prior approval to do so from the Highland. In addition, employees must alert designated Highland communications personnel anytime they communicate with the media on topics related to their personal interests or non-work related activities.

*(Revised 04-17-2012)*

#### Personal Phone Calls

Highland's telephones are important business tools. As such, every effort should be made to minimize personal telephone usage. You are expected to reimburse Highland for any personal toll calls you make.

#### Use and Care of Highland Assets and Records

Company records and papers are valuable and confidential. You are expected to keep all records, files and valuables properly secured. No company records or equipment are to be taken from the premises without permission from your supervisor. Special care should be taken to secure electronic data by following appropriate procedures.

#### Confidentiality

Employees may have, may be furnished with or may have access to private information that relates to the financial condition of the company, trade secrets, trademarks, patents, proprietary databases and client lists, and other confidential information that is not easily available from public sources. Except for any information which at the time of disclosure to the employee was or thereafter became publicly available or a matter of public knowledge, all such information

shall be considered as proprietary and confidential. Employees will not disclose any proprietary information except in the course of their duties for the Company, and where the employee reasonably, and in good faith, believes that any such disclosure is in the best interests of the company. In addition, employees shall not remove proprietary or confidential information from the company's premises without a valid business purpose or use such information for their own benefit or for the benefit of a third party.

Employees acknowledge that all proprietary and/or confidential information used or generated during the course of working for the company is the exclusive property of the company. Employees must deliver to the company all documents and other tangible items, including storage media containing proprietary or confidential information, including all copies of such documents or tangibles, immediately upon notice of termination of employment with the company. Employees assign the entire right, title and interest in any invention, technique, process, device, discovery, improvement or know-how for which a patent is obtained or that is patentable which is created using the company's facilities, supplies, information, trade secrets or time which directly relates to the company's business or actual or anticipated research and development and directly results from any work performed by the employee. Nothing in this Handbook prohibits Employees from reporting possible violations of federal law or regulation to any government agency or entity or making other disclosures that are protected under whistleblower provisions of law. Employee does not need prior authorization to make such reports or disclosures and is not required to notify the Company that he/she has made any such report or disclosure.

Notwithstanding the above, all employees will be required to sign a non-disclosure agreement (NDA) upon beginning employment. To the extent these provisions are inconsistent with the NDA, the NDA will govern all provisions.

*(Revised 12-16-16)*

## **JOB PERFORMANCE**

### **General Expectations**

Your manager will clarify the expectations Highland has for you and for your job and the impact your performance has on the business. Communication, feedback and objectivity are important in ensuring your best performance and effective work relationships. You are expected to share in the responsibility for your success, your training and your career growth. Toward this end, Highland expects its employees to achieve results by:

- Exceeding Performance Expectations
- Demonstrating Initiative and Creativity
- Making Continuous Improvements
- Demonstrating Teamwork and Professionalism

- Demonstrating Responsibility to Clients and Community

### Problem Resolution

Employees who believe they have a problem or situation affecting their work or job performance and who would like advice and counsel are encouraged to discuss these problems with Highland management, Human Resources, Compliance or Legal teams without fear of reprisal. If you are experiencing such a situation, you are urged to discuss the problem first with your immediate supervisor. You may submit a request, in writing or verbally, for a meeting with a second level supervisor or another upper level manager if the situation you have presented cannot be resolved by your immediate supervisor or if you believe it is inappropriate to raise the matter with your immediate supervisor. The Human Resources Department is also in a position to listen to and direct your concerns. An unresolved work-related problem may be pursued to the Executive Management level. Employees should describe the situation in writing in a letter to the senior manager of their department. All efforts will be made to review the situation quickly and arrive at a final decision.

*(Revised 03-29-17)*

### Corrective and Disciplinary Action

Highland employees are expected to maintain high standards of job performance and conduct. These standards may be applied in any situation deemed necessary by Highland, including but not limited to situations where the employee's performance or conduct may impact Highland's operations, reputation or relationship with clients. In the event that an employee's performance or conduct fails to meet Company expectations, corrective action may be taken in the Company's sole discretion.

Highland may utilize, but is not obligated to, one or more forms of corrective action, including but not limited to verbal warnings, written warnings, final warnings and/or immediate termination.

#### *Verbal Warning*

A verbal warning may be given by an employee's manager regarding concerns about performance or conduct. The manager and/or employee may develop a plan for improvement.

#### *Written Warning*

A written warning is prepared by the manager and describes the performance or behavior issue and expected change. The manager and employee will discuss a plan for improvement and the consequence of failing to successfully complete the corrective action plan. The employee will sign the written warning to acknowledge that he/she has been notified of the concern.



### *Final Warning*

A final warning is given in situations which require corrective action just short of termination. The employee is notified through a final warning that any additional infractions or failure to successfully complete a corrective action plan will result in termination.

Issues which may require corrective action will be determined by the Company on a case-by-case basis in its sole discretion, and may include, but are not limited to: substandard job performance, work of unacceptable quality or quantity, violations of company policies, misconduct, insubordination, unauthorized release of confidential information, threatening or disrespectful treatment of co-workers or clients, poor attitude, and unethical or illegal conduct.

Performance or conduct problems can be addressed using a progressive approach so that the employee is given coaching and time to improve. However, this policy does not guarantee progressive corrective action and in some cases, in the Company's sole discretion, immediate termination may be warranted or appropriate, and nothing in this policy alters or should be construed to alter the at-will nature of employees' employment.

*(Revised 09-17-08)*

### Causes for Corrective Action and/or Immediate Dismissal

Listed below are some examples of performance or behavior which may result in immediate dismissal. (This list is not inclusive of all reasons for immediate dismissal and should not be construed as limiting Highland's freedom to act in any way.)

- Failure to provide evidence of right to work at time of employment
- Unauthorized release of confidential information
- Intentional misrepresentation in order to receive Highland benefits
- Willful or negligent damage, destruction, theft or unauthorized use of Highland property
- Deliberate falsification of records or reports
- Unauthorized possession, distribution or use of weapons, drugs or alcohol while on Highland premises
- Immoral or indecent conduct while on Highland premises, or away from Highland's premises which causes damage to the reputation of the Company
- Conviction for criminal conduct while employed by Highland
- Fighting or other disorderly conduct while on Highland premises
- Violation of Highland's Equal Employment Opportunity on Harassment and Discrimination Policy



- Excessive absence and/or lateness
- Violation of Highland's IT Acceptable Use Policy
- Unsatisfactory job performance or behavior
- Violation of Highland's Code of Ethics and Business Practices
- Being unfit for work as judged by your immediate supervisor
- Improper use of Highland leave or other benefits
- Solicitation and distribution during work hours
- Other violations of Highland policy
- Threatening or intimidating conduct

#### References and Verification of Employment

The only personnel authorized to give recommendations on behalf of Highland for former employees are Team Leaders and Back Office Leaders. No other personnel are authorized to speak on behalf of Highland with regard to recommendations.

If a positive recommendation is not warranted for a former employee, the policy is to confirm only dates of employment, job title and salary for an employee or former employee and to provide no further information.

*(Revised 09-17-08)*

## LEAVING THE COMPANY

#### Voluntary Termination

To allow time to make proper arrangements in the work schedule and begin the process of recruitment, employees are requested to give at least two weeks notice of resignation or retirement, in writing. Employees are requested to give notice of resignation or retirement only when their direct supervisor is physically present in the office (i.e. not on vacation or a business trip).

*(Revised 03-26-09)*

#### Involuntary Termination

Whenever possible and appropriate, you will be notified in advance of your termination date and informed by your supervisor of any benefits to which you are entitled. Immediate dismissal may be warranted in certain cases.

#### Exit Interviews

Whenever possible, an Exit Interview will be conducted when leaving the Company. Either the employee's immediate supervisor or Human Resources will conduct the interview. It is to your advantage to have this interview so that you may receive complete information on the benefits to which you are entitled and what procedures are applicable upon leaving Highland.

## Return of Company Property

On your last day of employment, you are required to return all company property to Human Resources. Company property includes all keys, equipment, office supplies and any other materials that are owned or leased by Highland. Employees must deliver to the company all documents and other tangible items, including storage media, containing proprietary information, including all copies of such documents or tangibles, immediately upon notice of termination of employment with the company. Any questions regarding this policy should be directed to your supervisor or Human Resources.

*(Revised 09-17-08)*

## Benefits Continuation (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) ensures that an employee who faces a reduction of work hours or who is terminated from Highland (for reasons other than gross misconduct) has the option to continue Health/ Dental coverage for a fixed period of time at his/her own expense. This law is specifically designed to help bridge any gap which you or your dependents might experience if you end your employment with the company, if your hours are reduced making you no longer eligible for insurance coverage, or if the status of your marital or dependent relationships change.

To the extent required by law, you may continue your coverage under Highland's Health / Dental plan. The cost of COBRA coverage is borne entirely by you. You will be notified of your COBRA rights soon after termination and will then be required to either accept or reject COBRA continuation. See Human Resources for further details.

## Post-Employment Contact with Investors, Prospective Investors, and Counterparties

Effective immediately, upon the earlier of notice of resignation or termination of employment, and continuing for thirty (30) calendar days following the earlier of notice of resignation or termination of employment (the "Non-Contact Period"), former employees are prohibited from contacting any of Highland Capital Management, L.P. ("Highland" or the "Company") or its Affiliates' (including any other corporation, partnership, limited liability company, joint venture, or other entity of which an aggregate of 25 percent or more of the issues and outstanding capital stock or other equity interest is now or at any time afterward owned, of record or beneficially, directly or indirectly, by Highland) (the "Affiliates"), current investors, prospective investors, or current counterparties without receiving advance written permission from Highland. Regardless of the duration of an employee's notice of resignation period, in no event shall the Non-Contact Period extend less than fourteen (14) days following termination of employment. For purposes of this policy, current investors include any investing entity or individual who has invested with Highland or its Affiliates within the subject former

employee's previous twenty-four (24) months of employment, and prospective investors include any investing entity or individual contacted by Highland or its Affiliates regarding a potential investment within the subject former employee's previous twenty-four (24) months of employment, regardless of whether that entity or individual ultimately invested. For purposes of this policy, investors do not include individuals who are solely invested in Highland's or its Affiliates' retail funds. All Highland employees must enter into and agree to this policy as a condition of employment. However, Highland reserves the right to enforce this policy only against employees that it so chooses, and Highland will notify those employees accordingly at the appropriate time.

In order to receive consideration for permission to contact current investors, prospective investors or counterparties, former employees must submit a written request via e-mail or physical mail to Highland's Human Resources Department, HR@hcmlp.com or Human Resources, 300 Crescent Court, Suite 700, Dallas, TX 75201, at least fourteen (14) days in advance of any proposed contact. Such request must include the name of the entity or individual that the former employee wishes to contact and state the purpose of the proposed contact. Former employees will then be notified, in writing (at their last known e-mail address or mailing address), whether permission has been granted. Should current investors, prospective investors or counterparties contact former employees (without former employees contacting them first), former employees must immediately notify Highland's Human Resources Department (at the above addresses), in writing, of the contact and request permission from Highland to respond if they so desire. Former employees will then be notified, in writing (at their last known e-mail or mailing address), whether permission has been granted.

Employees who terminate with either at least two weeks notice of resignation or who are involuntarily terminated are entitled to their regular base pay for the duration of the Non-Contact Period that follows their last day of employment, subject to their adherence to this policy. Employees who resign without at least two weeks notice are not eligible for their base pay during the Non-Contact Period.

Adherence to this policy is also a material condition of former employees being entitled to and receiving payment for any paid time off ("PTO") that is accrued but unused as of the conclusion of employment. If former employees fully adhere to this policy for the entirety of the Non-Contact Period, they will receive payment for any accrued but unused PTO within ten (10) business days following the proscribed period.

This policy is understood to be clear and enforceable as written. However, should any former employee later challenge any provision as unclear, unenforceable, or inapplicable to any contact that former employee intends to engage in, he or she will first notify Highland's Human Resources Department (at the above addresses), in writing, and meet with a Highland representative to discuss resolution of any disputes between the parties. Former employees will provide this notification at least fourteen (14) days before they engage in any activity contact that could

foreseeably fall within a questioned restriction. The failure to comply with this requirement shall waive former employees' rights to challenge the reasonable scope, clarity, applicability, or enforceability of this policy and its restrictions at a later time. All rights of both parties will be preserved if this early resolution conference requirement is complied with even if no agreement is reached in the conference.

If employees are not chosen by Highland to have this policy enforced against them, they are not entitled to receive additional base pay beyond the conclusion of their employment, and the condition of adherence to this policy to receive payment for any accrued but unused PTO is inapplicable. By entering into and agreeing to this policy, you expressly acknowledge and agree that any and all investor and counterparty information you have acquired or will acquire during your employment with Highland, including, but not limited to, investor and counterparty contact information, is Highland's confidential and proprietary information and property, and, moreover, because you are entering into this policy, Highland will be providing you with additional confidential and proprietary information, including, but not limited to investor and counterparty contact information, which you would not otherwise be entitled to. Finally, you expressly acknowledge and agree that the covenants contained herein are reasonable and necessary agreements for the protection of Highland and its Affiliates' business interests covered in the fully enforceable, ancillary agreements set forth in this policy.

*(Revised 06-22-17)*

## **HIGHLAND CODE OF ETHICS AND BUSINESS PRACTICES**

### **Introduction**

Highland employees are expected to maintain the highest standards of ethical conduct and professionalism. Employees are expected to:

- perform all job duties and responsibilities with integrity and in good faith;
- engage in and encourage honesty at all times;
- make every effort to exercise good judgment in all matters;
- comply with all applicable laws, rules and regulations;
- avoid actual or potential conflicts of interest between personal and professional relationships;
- uphold the firm's public image and reputation;
- treat every individual with respect, dignity, and courtesy;
- maintain truthfulness in all communication so as to preserve the trust of other employees, clients, the public, etc.;
- abide by the Company's moonlighting policies and expend all of their regular business time and efforts to the business of the Company,

avoid creating any conflict of interest with the Company or otherwise contravening their duty of loyalty to the Company; and

- safeguard the confidentiality of all Company information and materials.

The Code of Ethics and Business Practices is not exhaustive and is not designed to anticipate every situation. Highland will interpret and apply these standards as it deems appropriate. Compliance with this Code of Ethics and Business Practices is a condition of employment. Failure to adhere to this Code of Ethics and Business Practices can result in corrective or disciplinary action, up to and including termination. Violations of this Code of Ethics and Business Practices may also constitute violations of law, which may expose both the employee and the firm to criminal or civil penalties.

Actual or potential violations of this Code of Ethics and Business Practices must be promptly reported to the employee's manager, Human Resources, or the Chief Compliance Officer. Highland prohibits retaliation for reports of ethical misconduct that are made in good faith.

*(Revised 09-17-08)*

#### Proper Recording Of Assets And Disbursements

Making false or fictitious entries on the books and records of Highland and/or issuing false or misleading reports about Highland and its operations, whether intentionally or in a grossly negligent manner, are prohibited. No employee shall knowingly engage in any transaction that requires or contemplates such prohibited activities. All funds, disbursements, assets and liabilities of Highland shall be accurately recorded on the appropriate corporate books and records.

#### Business Solicitation Practices

All business solicitations by Highland employees must be in accordance with Highland's approved business plans. If a representative of a business contact or potential business contact makes overtures or suggests that a Highland employee make any direct or indirect payment, gift or gratuity in order to obtain business, such an overture or suggestion must be reported to the Chief Compliance Officer. However, the extension of normal business courtesies in accordance with ethical business practices is not prohibited.

#### Relationships With Government Officials

No payment (including business gifts, business meals and reimbursements of any expenses) shall be made to any federal, state or local government official or employee in circumstances where it may be construed as an attempt to influence the judgment of the recipient or to obtain preferential treatment for Highland.

## Conflicts Of Interest - Outside Activities

A Highland employee:

- May not engage in an outside interest, activity or investment that places his or her economic interests in significant, actual or potential conflict with those of Highland except for those activities that are approved by the Chief Compliance Officer; or
- May not solicit or accept salaries, fees, commissions or other types of compensation, rebate or reward from contractors, suppliers, customers, consultants, or other persons, firms or organizations doing business with Highland.

## Political Campaign Laws

No political contribution, at any level of government, shall be made out of any Highland fund or account, whether directly or indirectly, by reimbursement or otherwise without the express prior approval of Highland's President and Chief Compliance Officer. No corporate political contribution of any kind shall be made in violation of any applicable law or regulation. However, nothing in Highland's policies prohibits employees from engaging in political activities in their individual capacities on their own time and at their own expense or from making political contributions or expenditures of their own personal funds.

*(Revised 09-17-08)*

## Antitrust Law And Competitive Practices

National antitrust laws and regulations (including but not limited to the Hart-Scott-Rodino pre-merger notification requirements) shall, where applicable, be observed at all times, in all situations, by all employees of Highland. Particularly, price-fixing or bid-rigging acts or arrangements with competitors to divide or allocate markets or customers or exclude others from a market are absolutely prohibited.

## Trade Secrets And Other Proprietary Information

All Highland employees must act affirmatively to maintain the confidentiality of Highland's trade secrets and proprietary information. Some of the types of information that must be kept confidential (unless disclosure is properly authorized) include proprietary software, customer and tenant lists, investor lists, planning materials, marketing plans and much of the technical information that Highland generates in its business.

## Compliance With Laws And Regulations

All activities of Highland shall be conducted in compliance with all applicable laws and regulations of the United States (federal, state and local) and of the countries where Highland might transact business.

## Implementation

Any questions about interpretation of this Code of Ethics and Business Practices, or any need for legal advice concerning compliance with this Code or about any law or regulation to which Highland is subject, should be referred to the President.

## Trading Policy

Please refer to the separate Highland Capital Management, L.P. Compliance Manual and Highland Capital Management, L.P. Personal Trading Policy for details.

## HIGHLAND EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM

### *Highland Employee Handbook and "Employment at Will"*

#### **INSTRUCTIONS:**

This form must be completed and signed by all Highland Capital Management, L.P. ("Highland") employees within 15 days of receipt. By signing this form you are acknowledging that you have received, read and understand the Highland Employee Handbook ("Handbook") and also that your employment with Highland is at-will.

#### ***Please READ, SIGN and RETURN to Human Resources:***

I have received a copy of the Handbook. I understand it is my responsibility to read the Handbook and to bring any questions I may have about its provisions to my supervisor, Human Resources, or an appropriate member of Highland senior management prior to signing this acknowledgment. I further understand that if I do not abide by the policies and procedures outlined in the Handbook that my actions might result in the termination of my employment at Highland.

I understand that Highland may change, modify, amend, add to or subtract from any or all of the contents of this Handbook at any time, in its sole discretion, and with or without notice, and that this Handbook replaces and supersedes any previous Handbooks that I have received or that have been issued by Highland. I understand I will be required to read and acknowledge this Handbook on at least an annual basis.

I understand that absent a signed written agreement by the President of Highland providing a guaranteed term of employment, my employment with Highland is at-will, which means it is not for any guaranteed period of time and is terminable at any time by either Highland or myself. Accordingly, I understand that Highland may terminate my employment at any time with or without cause and with or without notice. Further, I understand that neither the Handbook, any other company documents, nor any oral agreement or representation by an employee or representative of Highland constitutes an employment contract or guarantee of employment for any period of time, or otherwise alters the at-will nature of my employment at Highland. No one at Highland, other than the President of its general partner, may alter or change the at-will nature of the employment relationship, and then only by a written agreement signed by the President.

\_\_\_\_\_  
**Employee Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**